

EXHIBIT 6

(Part 1 of 2)



Transmittal #10

Monadnock Construction
155-3rd Street
Brooklyn, New York 11231
Phone: 718-875-8160
Fax: 718-802-1102

Project: 3540 - Hunters Point South-Parcel A
1-50 50th Avenue
Queens, New York 11101

Parcel A-Executed Contract

TO: Federico Balestrazzi (Glasswall)
3550 NW 49th Street
Miami, Florida 33142

FROM: Delphia Woode (Monadnock Construction)
155-3rd Street
Brooklyn, New York 11231

CREATED DATE: 02/04/2013

COPIES TO:

TRANSMIT:	VIA:	FOR:	ACTION:
Select Delivery Method:	Select Delivery Method:	Your Use	

Transmittal Items

Notes

Federico,

Attached please find Parcel A-Fully Executed Contract for your records. If you have any questions please contact us.

BY

2/4/13

DATE

COPIES TO



Standard Form of Agreement Between Contractor and Subcontractor

AGREEMENT made as of the Third day of January in the year Two Thousand Thirteen
(In words, indicate day, month and year, year)

BETWEEN the Contractor:

(Name, legal status, address and other information)

Monadnock Construction, Inc.
155-3rd Street
Brooklyn, New York 11231

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Subcontractor-Manufacturer:

(Name, legal status, address and other information)

Glasswall
3550 NW 49th Street
Miami, Florida 33142

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference.

The Contractor has made a contract for construction (hereinafter, the Prime Contract) dated:
January 3, 2013

This document has been approved and endorsed by the Associated Specialty Contractors, Inc.

with the Owner:

(Name, legal status, address and other information)

HPS 50th Avenue Associates, LLC
60 Columbus Circle
New York, New York 10023

for the following Project:
(Name, location and detailed description)

HPS "Parcel A"
1-50 – 50th Avenue
Long Island City, New York 11101

The Prime Contract provides for the furnishing of labor, materials, equipment and services in connection with the construction of the Project. A copy of the Prime Contract, consisting of the Agreement Between Owner and Contractor (from which compensation amounts may be deleted) and the other Contract Documents enumerated therein, has been made available to the Subcontractor-Manufacturer.

The Architect for the Project:
(Name, legal status, address and other information)

Ismael Leyva Architects, P.C.
48 West 37th Street, #13
New York, New York 10018

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| The Contractor and the Subcontractor Manufacturer agree as follows.

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ARTICLE 1 THE SUBCONTRACT DOCUMENTS

§ 1.1 The Subcontract Documents consist of (1) this Agreement; (2) the Prime Contract, consisting of the Agreement between the Owner and Contractor and the other Contract Documents enumerated therein; (3) Modifications issued subsequent to the execution of the Agreement between the Owner and Contractor, whether before or after the execution of this Agreement; (4) other documents listed in Article 16 of this Agreement; and (5) Modifications to this Subcontract issued after execution of this Agreement. These form the Subcontract, and are as fully a part of the Subcontract as if attached to this Agreement or repeated herein. The Subcontract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Subcontract Documents, other than Modifications issued subsequent to the execution of this Agreement, appears in Article 16.

§ 1.2 Except to the extent of a conflict with a specific term or condition contained in the Subcontract Documents, the General Conditions governing this Subcontract shall be the AIA Document A201™ 2007, A201, General Conditions of the Contract for Construction.

§ 1.3 The Subcontract may be amended or modified only by a Modification. The Subcontract Documents shall not be construed to create a contractual relationship of any kind (1) between the Architect and the Subcontractor, Manufacturer, (2) between the Owner and the Subcontractor, Manufacturer, or (3) between any persons or entities other than the Contractor and Subcontractor, Manufacturer.

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§ 1.4 The Contractor shall make available the Subcontract Documents to the Subcontractor prior to execution of this Agreement, Manufacturer and thereafter, upon request, but the Contractor may charge the Subcontractor Manufacturer for the reasonable cost of reproduction.

ARTICLE 2 MUTUAL RIGHTS AND RESPONSIBILITIES

The Contractor and Subcontractor Manufacturer shall be mutually bound by the terms of this Agreement and, to the extent that the provisions of AIA Document A201-2007-A201, apply to this Agreement pursuant to Section 1.2 and provisions of the Prime Contract apply to the Work of the Subcontractor, Manufacturer, the Contractor shall assume toward the Subcontractor Manufacturer all obligations and responsibilities that the Owner, under such documents, assumes toward the Contractor, and the Subcontractor Manufacturer shall assume toward the Contractor all obligations and responsibilities which the Contractor, under such documents, assumes toward the Owner and the Architect. The Contractor shall have the benefit of all rights, remedies and redress against the Subcontractor Manufacturer that the Owner, under such documents, has against the Contractor, and the Subcontractor Manufacturer shall have the benefit of all rights, remedies and redress against the Contractor that the Contractor, under such documents, has against the Owner, insofar as applicable to this Subcontract. Where a provision of such documents is inconsistent with a provision of this Agreement, this Agreement shall govern.

ARTICLE 3 CONTRACTOR

§ 3.1 SERVICES PROVIDED BY THE CONTRACTOR

§ 3.1.1 The Contractor shall cooperate with the Subcontractor Manufacturer in scheduling and performing the Contractor's Work to avoid conflicts or interference in the Subcontractor's Manufacturer's Work and shall expedite written responses to submittals made by the Subcontractor Manufacturer in accordance with Section 4.1 and Article 5. Promptly after execution of this Agreement, the Contractor shall provide the Subcontractor Manufacturer copies of the Contractor's construction schedule and schedule of submittals, together with such additional scheduling details as will enable the Subcontractor Manufacturer to plan and perform the Subcontractor's Manufacturer's Work properly. The Contractor shall promptly notify the Subcontractor Manufacturer of subsequent changes in the construction and submittal schedules and additional scheduling details.

§ 3.1.2 The Contractor shall provide suitable areas for storage of the Subcontractor's materials and equipment during the course of the Work. Additional costs to the Subcontractor resulting from relocation of such storage areas at the direction of the Contractor, except as previously agreed upon, shall be reimbursed by the Contractor, Manufacturer's materials.

§ 3.1.3 Except as provided in Article 14, the Contractor's equipment will be available to the Subcontractor only at the Contractor's discretion and on mutually satisfactory terms.

§ 3.2 COMMUNICATIONS

§ 3.2.1 The Contractor shall promptly make available to the Subcontractor Manufacturer information, including information received from the Owner, that affects this Subcontract and that becomes available to the Contractor subsequent to execution of this Subcontract.

§ 3.2.2 The Contractor shall not give instructions or orders directly to the Subcontractor's Manufacturer's employees or to the Subcontractor's Sub-subcontractors, Manufacturer's Sub-Manufacturers or material suppliers unless such persons are designated as authorized representatives of the Subcontractor, Manufacturer.

§ 3.2.3 The Contractor shall permit the Subcontractor Manufacturer to request directly from the Architect information regarding the percentages of completion and the amount certified on account of Work done by the Subcontractor, Manufacturer.

§ 3.2.4 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Contractor, a subcontractor, Manufacturer or anyone directly or indirectly employed by them (other than the Subcontractor, Manufacturer), the Contractor shall, prior to harmful exposure of the Subcontractor's Manufacturer's employees to such substance, give written notice of the chemical composition thereof to the Subcontractor, Manufacturer in sufficient detail and time to permit the Subcontractor's Manufacturer's compliance with such laws.

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§ 3.2.5 The Contractor shall furnish to the Subcontractor-Manufacturer within 30 days after receipt of a written request, or earlier if so required by law, information necessary and relevant for the Subcontractor-Manufacturer to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property, usually referred to as the site, on which the Project is located and the Owner's interest therein.

§ 3.2.6 If the Contractor asserts or defends a claim against the Owner that relates to the Work of the Subcontractor-Manufacturer, the Contractor shall promptly make available to the Subcontractor-Manufacturer all information relating to the portion of the claim that relates to the Work of the Subcontractor-Manufacturer.

§ 3.3 CLAIMS BY THE CONTRACTOR

§ 3.3.1 Liquidated damages for delay, if provided for in Section 9.3 of this Agreement, shall be assessed against the Subcontractor-Manufacturer only to the extent caused by the Subcontractor-Manufacturer or any person or entity for whose acts the Subcontractor-Manufacturer may be liable, and in no case for delays or causes arising outside the scope of this Subcontract. LIQUIDATED DAMAGES WILL BE CAPPED AT \$100,000. #B

§ 3.3.2 The Contractor's claims for the costs of services or materials provided due to the Subcontractor-Manufacturer's failure to execute the Work shall require

- .1 seven days' written notice prior to the Contractor's providing services or materials, except in an emergency; and
- .2 written compilations to the Subcontractor-Manufacturer of services and materials provided by the Contractor and charges for such services and materials no later than the fifteenth day of the month following the Contractor's providing such services or materials.

§ 3.4 CONTRACTOR'S REMEDIES

If the Subcontractor-Manufacturer defaults or neglects to carry out the Work in accordance with this Agreement and fails within five-three working days after receipt of written notice from the Contractor to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by appropriate Modification, after three days following receipt by the Manufacturer of an additional written notice and without prejudice to any other remedy the Contractor may have, make good such deficiencies and may deduct the reasonable cost thereof from the payments then or thereafter due the Subcontractor-Manufacturer.

ARTICLE 4 SUBCONTRACTOR

ARTICLE 4 MANUFACTURER

§ 4.1 EXECUTION AND PROGRESS OF THE WORK

§ 4.1.1 For all Work the Subcontractor-Manufacturer intends to subcontract, the Subcontractor-Manufacturer shall enter into written agreements with Sub-subcontractors-Sub-Manufacturers performing portions of the Work of this Subcontract by which the Subcontractor-Manufacturer and the Sub-subcontractor-Sub-Manufacturer are mutually bound, to the extent of the Work to be performed by the Sub-subcontractor-Sub-Manufacturer, assuming toward each other all obligations and responsibilities that the Contractor and Subcontractor-Manufacturer assume toward each other and having the benefit of all rights, remedies and redress each against the other that the Contractor and Subcontractor-Manufacturer have by virtue of the provisions of this Agreement.

§ 4.1.2 The Subcontractor-Manufacturer shall supervise and direct the Subcontractor's Manufacturer's Work, and shall cooperate with the Contractor in scheduling and performing the Subcontractor's Manufacturer's Work to avoid conflict, delay in or interference with the Work of the Contractor, other subcontractors, Manufacturers, the Owner, or separate contractors.

§ 4.1.3 The Subcontractor-Manufacturer shall promptly submit Shop Drawings, Product Data, Samples-Samples, and similar submittals required by the Subcontract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Contractor or other subcontractors-Manufacturers.

§ 4.1.4 The Subcontractor-Manufacturer shall furnish to the Contractor periodic progress reports on the Work of this Subcontract as mutually agreed, required by the Contractor, including information on the status of materials and equipment that may be in the course of preparation, manufacture, or transit.

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§ 4.1.5 The Subcontractor Manufacturer agrees that the Contractor and the Architect each have the authority to reject Work of the Subcontractor Manufacturer that does not conform to the Prime Contract. The Architect's decisions on matters relating to aesthetic effect shall be final and binding on the Subcontractor Manufacturer if consistent with the intent expressed in the Prime Contract.

§ 4.1.6 The Subcontractor Manufacturer shall pay for all materials, equipment and labor used in connection with the performance of this Subcontract through the period covered by previous payments received from the Contractor, and shall furnish satisfactory evidence, when requested by the Contractor, to verify compliance with the above requirements.

§ 4.1.7 The Subcontractor shall take necessary precautions to protect properly the work of other subcontractors from damage caused by operations under this Subcontract.

§ 4.1.8 The Subcontractor Manufacturer shall cooperate with the Contractor, other subcontractors, Manufacturers, the Owner, and separate contractors whose work might interfere with the Subcontractor's Manufacturer's Work. The Subcontractor Manufacturer shall participate in the preparation of coordinated drawings in areas of congestion, if required by the Prime Contract, or the Contractor, specifically noting and advising the Contractor of potential conflicts between the Work of the Subcontractor Manufacturer and that of the Contractor, other subcontractors, Manufacturers, the Owner, or separate contractors.

§ 4.2 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 4.2.1 The Subcontractor Manufacturer shall give notices and comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on performance of the Work of this Subcontract. The Subcontractor Manufacturer shall secure and pay for permits, fees, licenses and inspections by government agencies necessary for proper execution and completion of the Subcontractor's Manufacturer's Work, the furnishing of which is required of the Contractor by the Prime Contract.

§ 4.2.2 The Subcontractor Manufacturer shall comply with Federal, state and local tax laws, social security acts, unemployment compensation acts and workers' compensation acts insofar as applicable to the performance of this Subcontract.

§ 4.3 SAFETY PRECAUTIONS AND PROCEDURES

§ 4.3.1 The Subcontractor Manufacturer shall take reasonable safety precautions with respect to performance of this Subcontract, shall comply with safety measures initiated by the Contractor and with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities for the safety of persons and property in accordance with the requirements of the Prime Contract. The Subcontractor Manufacturer shall report to the Contractor within three days one day an injury to an employee or agent of the Subcontractor Manufacturer which occurred at the site.

§ 4.3.2 If hazardous substances of a type of which an employer is required by law to notify its employees are being used on the site by the Subcontractor, the Subcontractor's Sub-subcontractors Manufacturer, the Manufacturer's Sub-Manufacturers or anyone directly or indirectly employed by them, the Subcontractor Manufacturer shall, prior to harmful exposure of any employees on the site to such substance, give written notice of the chemical composition thereof to the Contractor in sufficient detail and time to permit compliance with such laws by the Contractor, other subcontractors-Manufacturers and other employers on the site.

§ 4.3.3 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a hazardous material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Subcontractor, the Subcontractor Manufacturer, the Manufacturer shall, upon recognizing the condition, immediately stop Work in the affected area and promptly report the condition to the Contractor in writing. When the material or substance has been rendered harmless, the Subcontractor's Manufacturer's Work in the affected area shall resume upon written agreement of the Contractor and Subcontractor Manufacturer. The Subcontract Time shall be extended appropriately and the Subcontract Sum shall be increased in the amount of the Subcontractor's Manufacturer's reasonable additional costs of demobilization, delay and remobilization, which adjustments shall be accomplished as provided in Article 5 of this Agreement.

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§ 4.3.4 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Subcontractor, the Subcontractor's Sub-subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 4.3.3 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§

§ 4.3.5 The Subcontractor Manufacturer shall indemnify the Contractor for the cost and expense the Contractor incurs (1) for remediation of a material or substance brought to the site and negligently handled by the Subcontractor or (2) Manufacturer or 2) where the Subcontractor Manufacturer fails to perform its obligations under Section 4.3.3, except to the extent that the cost and expense are due to the Contractor's fault or negligence.

§ 4.4 CLEANING UP

§ 4.4.1 The Subcontractor Manufacturer shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations performed under this Subcontract. The Subcontractor Manufacturer shall not be held responsible for conditions caused by other contractors or subcontractors Manufacturers.

§ 4.4.2 As provided under Section 3.3.2, if the Subcontractor Manufacturer fails to clean up as provided in the Subcontract Documents, the Contractor may charge the Subcontractor Manufacturer for the Subcontractor's Manufacturer's appropriate share of cleanup costs.

§ 4.5 WARRANTY

The Subcontractor Manufacturer warrants to the Owner, Architect, and Contractor that materials and equipment furnished under this Subcontract will be of good quality and new unless the Subcontract Documents require or permit otherwise. The Subcontractor Manufacturer further warrants that the Work will conform to the requirements of the Subcontract Documents and will be free from defects, except for those inherent in the quality of the Work the Subcontract Documents require or permit. Work, materials, or equipment not conforming to these requirements requirements, including substitutions not properly approved and authorized, may be considered defective. The Subcontractor's Manufacturer's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Subcontractor, Manufacturer, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Architect and Contractor, the Subcontractor Manufacturer shall furnish satisfactory evidence as to the kind and quality of materials and equipment. This warranty shall be in addition to and not in limitation of any other warranty or remedy required by law or by the Subcontract Document.

§ 4.6 INDEMNIFICATION

§ 4.6.1 To the fullest extent permitted by law, the Subcontractor Manufacturer shall indemnify and hold harmless the Owner, Contractor, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the Subcontractor's Manufacturer's Work under this Subcontract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Subcontractor, the Subcontractor's Sub-subcontractors, Manufacturer, the Manufacturer's Sub-Manufacturers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 4.6.

§ 4.6.2 In claims against any person or entity indemnified under this Section 4.6 by an employee of the Subcontractor, the Subcontractor's Sub-subcontractors, Manufacturer, the Manufacturer's Sub-Manufacturers, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 4.6.1 shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable

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by or for the Subcontractor-Manufacturer or the Subcontractor's Sub-subcontractors Manufacturer's Sub-Manufacturers under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 4.7 REMEDIES FOR NONPAYMENT

If the Contractor does not pay the Subcontractor-Manufacturer through no fault of the Subcontractor-Manufacturer, within seven days from the time payment should be made as provided in this Agreement, the Subcontractor-Manufacturer may, without prejudice to any other available remedies, upon seven additional days' written notice to the Contractor, stop the Work of this Subcontract until payment of the amount owing has been received. The Subcontract Sum shall, by appropriate Modification, be increased by the amount of the Subcontractor's Manufacturer's reasonable costs of demobilization, delay and remobilization.

ARTICLE 5 CHANGES IN THE WORK

§ 5.1 The Owner may make changes in the Work by issuing Modifications to the Prime Contract. Upon receipt of such a Modification issued subsequent to the execution of the Subcontract Agreement, the Contractor shall promptly notify the Subcontractor-Manufacturer of the Modification. Unless otherwise directed by the Contractor, the Subcontractor-Manufacturer shall not thereafter order materials or perform Work that would be inconsistent with the changes made by the Modification to the Prime Contract.

§ 5.2 The Subcontractor-Manufacturer may be ordered in writing by the Contractor, without invalidating this Subcontract, to make changes in the Work within the general scope of this Subcontract consisting of additions, deletions or other revisions, including those required by Modifications to the Prime Contract issued subsequent to the execution of this Agreement, the Subcontract Sum and the Subcontract Time being adjusted accordingly. The Subcontractor-Manufacturer, prior to the commencement of such changed or revised Work, shall submit promptly to the Contractor written copies of a claim for adjustment to the Subcontract Sum and Subcontract Time for such revised Work in a manner consistent with requirements of the Subcontract Documents.

§ 5.3 The Subcontractor-Manufacturer shall make all claims promptly to the Contractor for additional cost, extensions of time and damages for delays or other causes in accordance with the Subcontract Documents. A claim which will affect or become part of a claim which the Contractor is required to make under the Prime Contract within a specified time period or in a specified manner shall be made in sufficient time to permit the Contractor to satisfy the requirements of the Prime Contract. Such claims shall be received by the Contractor not less than two working days preceding the time by which the Contractor's claim must be made. Failure of the Subcontractor-Manufacturer to make such a timely claim shall bind the Subcontractor-Manufacturer to the same consequences as those to which the Contractor is bound.

ARTICLE 6 MEDIATION AND BINDING DISPUTE RESOLUTION

§ 6.1 MEDIATION

§ 6.1.1 Any claim arising out of or related to this Subcontract, except claims as otherwise provided in Section 4.1.5 and except those waived in this Subcontract, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 6.1.2 The parties shall endeavor to resolve their claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to this Subcontract and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 6.1.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 6.2 BINDING DISPUTE RESOLUTION

For any claim subject to, but not resolved by mediation pursuant to Section 6.1, the method of binding dispute resolution shall be as follows:

(Check the appropriate box. If the Contractor and Subcontractor Manufacturer do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved by litigation in a court of competent jurisdiction.)

Arbitration pursuant to Section 6.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: Other (Specify)

§ 6.3 ARBITRATION

§ 6.3.1 If the Contractor and Subcontractor Manufacturer have selected arbitration as the method of binding dispute resolution in Section 6.2, any claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Subcontract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all claims then known to that party on which arbitration is permitted to be demanded.

§ 6.3.2 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim.

§ 6.3.3 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 6.3.4 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a claim not described in the written consent.

§ 6.3.5 The Contractor and Subcontractor Manufacturer grant to any person or entity made a party to an arbitration conducted under this Section 6.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Contractor and Subcontractor Manufacturer under this Agreement.

§ 6.3.6 This agreement to arbitrate and any other written agreement to arbitrate with an additional person or persons referred to herein shall be specifically enforceable under applicable law in any court having jurisdiction thereof. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

ARTICLE 7 TERMINATION, SUSPENSION OR ASSIGNMENT OF THE SUBCONTRACT

§ 7.1 TERMINATION BY THE SUBCONTRACTOR TERMINATION BY THE MANUFACTURER

The Subcontractor Manufacturer may terminate the Subcontract for the same reasons and under the same circumstances and procedures with respect to the Contractor as the Contractor may terminate with respect to the Owner under the Prime Contract, or for nonpayment of amounts due under this Subcontract for 60 days or longer. In the event of such termination by the Subcontractor Manufacturer for any reason which is not the fault of the Subcontractor, Sub-subcontractors Manufacturer, Sub-Manufacturers or their agents or employees or other persons performing portions of the Work under contract with the Subcontractor, the Subcontractor Manufacturer, the

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Manufacturer shall be entitled to recover from the Contractor payment for Work executed and for proven loss with respect to materials, equipment, tools, and construction equipment and machinery, including reasonable overhead, profit and damages.

§ 7.2 TERMINATION BY THE CONTRACTOR

§ 7.2.1 If the Subcontractor-Manufacturer repeatedly fails or neglects to carry out the Work in accordance with the Subcontract Documents or otherwise to perform in accordance with this Subcontract and fails within a ten-day seven working day period after receipt of written notice to commence and continue correction of such default or neglect with diligence and promptness, the Contractor may, by written notice to the Subcontractor-Manufacturer and without prejudice to any other remedy the Contractor may have, terminate the Subcontract and finish the Subcontractor's Manufacturer's Work by whatever method the Contractor may deem expedient. If the unpaid balance of the Subcontract Sum exceeds the expense of finishing the Subcontractor's Manufacturer's Work and other damages incurred by the Contractor and not expressly waived, such excess shall be paid to the Subcontractor-Manufacturer. If such expense and damages exceed such unpaid balance, the Subcontractor-Manufacturer shall pay the difference to the Contractor.

§ 7.2.2 If the Owner terminates the Prime Contract for the Owner's convenience, the Contractor shall promptly deliver written notice to the Subcontractor-Manufacturer.

§ 7.2.3 Upon receipt of written notice of termination, the Subcontractor-Manufacturer shall

- .1 cease operations as directed by the Contractor in the notice;
- .2 take actions necessary, or that the Contractor may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Sub-subcontracts and purchase orders and enter into no further Sub-subcontracts and purchase orders.

§ 7.2.4 In case of such termination for the Owner's convenience, the Subcontractor-Manufacturer shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

§ 7.3 SUSPENSION BY THE CONTRACTOR FOR CONVENIENCE

§ 7.3.1 The Contractor may, without cause, order the Subcontractor-Manufacturer in writing to suspend, delay or interrupt the Work of this Subcontract in whole or in part for such period of time as the Contractor may determine. In the event of suspension ordered by the Contractor, the Subcontractor-Manufacturer shall be entitled to an equitable adjustment of the Subcontract Time and Subcontract Sum.

§ 7.3.2 An adjustment shall be made for increases in the Subcontract Time and Subcontract Sum, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent that

- .1 performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Subcontractor-Manufacturer is responsible; or
- .2 an equitable adjustment is made or denied under another provision of this Subcontract.

§ 7.4 ASSIGNMENT OF THE SUBCONTRACT

§ 7.4.1 In the event the Owner terminates the Prime Contract for cause, this Subcontract is assigned to the Owner pursuant to Section 5.4 of AIA Document A201-2007 provided the Owner accepts the assignment A201 and to the prior rights of the surety, if any, obligated under bonds relating to the Prime Contract. In such event, the Owner shall assume the Contractor's rights and obligations under the Subcontract Documents. If the Work of the Prime Contract has been suspended for more than 30 days, the Manufacturer's compensation shall be equitably adjusted.

§ 7.4.2 Without the Contractor's written consent, the Subcontractor shall not assign the Work of this Subcontract, subcontract the whole of this Subcontract, or subcontract portions of this Subcontract. Any requests for assignment must be made by written notification to the Contractor.

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ARTICLE 8 THE WORK OF THIS SUBCONTRACT

The Subcontractor-Manufacturer shall execute the following portion of the Work described in the Subcontract Documents, including all labor, materials, equipment, services and other items required to complete such portion of the Work, except to the extent specifically indicated in the Subcontract Documents to be the responsibility of others. (Insert a precise description of the Work of this Subcontract, referring where appropriate to numbers of Drawings, sections of Specifications and pages of Addenda, Modifications and accepted alternates.)

ARTICLE 9 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 9.1 Subcontract Time is the period of time, including authorized adjustments, allotted in the Subcontract Documents for Substantial Completion of the Work described in the Subcontract Documents. The Subcontractor's Manufacturer's date of commencement is the date from which the Subcontract Time of Section 9.3 is measured; it shall be the date of this Agreement, as first written above, unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Contractor.

(Insert the date of commencement, if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

§ 9.2 Unless the date of commencement is established by a notice to proceed issued by the Contractor, or the Contractor has commenced visible Work at the site under the Prime Contract, the Subcontractor-Manufacturer shall notify the Contractor in writing not less than five days before commencing the Subcontractor's Manufacturer's Work to permit the timely filing of mortgages, mechanic's liens and other security interests.

§ 9.3 The Work of this Subcontract shall be substantially completed not later than Production start date to be on or about April 15, 2013 and Windows ready to ship to New York on September 1, 2013

(Insert the calendar date or number of calendar days after the Subcontractor's Manufacturer's date of commencement. Also insert any requirements for earlier substantial completion of certain portions of the Subcontractor's Manufacturer's Work, if not stated elsewhere in the Subcontract Documents.)

With all possible speed, Manufacturer will diligently perform the work, and maintain men in sufficient numbers and materials and equipment in sufficient quantities to accomplish the rapid completion of the job.

Portion of Work

Substantial Completion Date

, subject to adjustments of this Subcontract Time as provided in the Subcontract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to complete on time.)

§ 9.4 With respect to the obligations of both the Contractor and the Subcontractor-Manufacturer, time is of the essence of this Subcontract.

§ 9.5 No extension of time will be valid without the Contractor's written consent after claim made by the Subcontractor-Manufacturer in accordance with Section 5.3.

ARTICLE 10 SUBCONTRACT SUM

§ 10.1 The Contractor shall pay the Subcontractor-Manufacturer in current funds for performance of the Subcontract the Subcontract Sum of (\$), Eight Million Four Hundred and Twelve Thousand Five Hundred and Two Dollars (\$8,412,502.00), subject to additions and deductions as provided in the Subcontract Documents.

§ 10.2 The Subcontract Sum is based upon the following alternates, if any, which are described in the Subcontract Documents and have been accepted by the Owner and the Contractor:

(Insert the numbers or other identification of accepted alternates.)

See Rider 5, Scope of Work

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§ 10.3 Unit prices, if any:

(Identify and state the unit price, and state the quantity limitations, if any, to which the unit price will be applicable.)

See Rider 5, Scope of Work

Item	Units and Limitations	Price Per Unit(\$0.00)
------	-----------------------	------------------------

§ 10.4 Allowances included in the Subcontract Sum, if any:

(Identify allowance and state exclusions, if any, from the allowance price.)

See Rider 5, Scope of Work

Item	Price
------	-------

ARTICLE 11 PROGRESS PAYMENTS

§ 11.1 Based upon applications for payment submitted to the Contractor by the Subcontractor, Manufacturer, corresponding to applications for payment submitted by the Contractor to the Architect, and certificates for payment issued by the Architect, the Contractor shall make progress payments on account of the Subcontract Sum to the Subcontractor, Manufacturer as provided below and elsewhere in the Subcontract Documents. Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor and Subcontractor, Manufacturer for Work properly performed by their contractors and suppliers shall be held by the Contractor and Subcontractor, Manufacturer for those contractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor or Subcontractor, Manufacturer for which payment was made to the Contractor by the Owner or to the Subcontractor, Manufacturer by the Contractor, as applicable. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor or Subcontractor, Manufacturer, shall create any fiduciary liability or tort liability on the part of the Contractor or Subcontractor, Manufacturer for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor or Subcontractor, Manufacturer for breach of the requirements of this provision.

§ 11.2 The period covered by each application for payment shall be one calendar month ending on the last day of the month, or as follows:

Monthly cycle covered by each application shall be determined by Owner and Owner's lender. Contractor shall notify Manufacturer of applicable dates. Manufacturer's approved requisition submitted by the 20th day of the cycle for work completed through the end of the prior cycle, will be paid within 3 working days of receipt of payment of payment from Owner by Contractor.

§ 11.3 Provided an application for payment is received by the Contractor not later than the TBA day of a month, the Contractor shall include the Subcontractor's, Manufacturer's Work covered by that application in the next application for payment which the Contractor is entitled to submit to the Architect. The Contractor shall pay the Subcontractor, Manufacturer each progress payment no later than seven working days after the Contractor receives payment from the Owner. If the Architect does not issue a certificate for payment or the Contractor does not receive payment for any cause which is not the fault of the Subcontractor, Manufacturer, the Contractor shall pay the Subcontractor, Manufacturer, on demand, a progress payment computed as provided in Sections 11.7, 11.8 and 11.9.

§ 11.4 If the Subcontractor's, Manufacturer's application for payment is received by the Contractor after the application date fixed above, the Subcontractor's, Manufacturer's Work covered by it shall be included by the Contractor in the next application for payment submitted to the Architect.

§ 11.5 The Subcontractor, Manufacturer shall submit to the Contractor a schedule of values prior to submitting the Subcontractor's first Application for Payment. Manufacturer's first Application for Payment made out in such detail as the Contractor and Manufacturer may agree upon or as required by the Contractor and supported by such evidence as the Contractor may require. Each subsequent application for payment shall be based upon the most recent schedule of values submitted by the Subcontractor, Manufacturer in accordance with the Subcontract Documents. The schedule of values shall allocate the entire Subcontract Sum among the various portions of the Subcontractor's, Manufacturer's Work and be prepared in such form and supported by such data to substantiate its

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accuracy as the Contractor may require. This schedule, unless objected to by the Contractor, shall be used as a basis for reviewing the Subcontractor's Manufacturer's applications for payment.

§ 11.6 Applications for payment submitted by the Subcontractor Manufacturer shall indicate the percentage of completion of each portion of the Subcontractor's Manufacturer's Work as of the end of the period covered by the application for payment.

§ 11.7 Subject to the provisions of the Subcontract Documents, the amount of each progress payment shall be computed as set forth in the sections below.

§ 11.7.1 Take that portion of the Subcontract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Subcontractor's Manufacturer's Work by the share of the total Subcontract Sum allocated to that portion of the Subcontractor's Manufacturer's Work in the schedule of values, less that percentage actually retained, if any, from payments to the Contractor on account of the Work of the Subcontractor-Manufacturer. Pending final determination of cost to the Contractor of changes in the Work that have been properly authorized by the Contractor, amounts not in dispute shall be included to the same extent provided in the Prime Contract, even though the Subcontract Sum has not yet been adjusted;

§ 11.7.2 Add that portion of the Subcontract Sum properly allocable to materials and equipment delivered and suitably stored at the site by the Subcontractor for subsequent incorporation in the Subcontractor's Work or, if approved by the Contractor, suitably stored off the site at a location agreed upon in writing, less the same percentage retainage required by the Prime Contract to be applied to such materials and equipment in the Contractor's application for payment;

§ 11.7.3 Subtract the aggregate of previous payments made by the Contractor; and

§ 11.7.4 Subtract amounts, if any, calculated under Section 11.7.1 or 11.7.2 that are related to Work of the Subcontractor-Manufacturer for which the Architect has withheld or nullified, in whole or in part, a certificate of payment for a cause that is the fault of the Subcontractor-Manufacturer.

§ 11.8 Upon the partial or entire disapproval by the Contractor of the Subcontractor's Manufacturer's application for payment, the Contractor shall provide written notice to the Subcontractor-Manufacturer. When the basis for the disapproval has been remedied, the Subcontractor-Manufacturer shall be paid the amounts withheld.

§ 11.9 SUBSTANTIAL COMPLETION

When the Subcontractor's Manufacturer's Work or a designated portion thereof is substantially complete and in accordance with the requirements of the Prime Contract, the Contractor shall, upon application by the Subcontractor-Manufacturer, make prompt application for payment for such Work. Within 30 days following issuance by the Architect of the certificate for payment covering such substantially completed Work, the Contractor shall, to the full extent allowed in the Prime Contract, make payment to the Subcontractor-Manufacturer, deducting any portion of the funds for the Subcontractor's Manufacturer's Work withheld in accordance with the certificate to cover costs of items to be completed or corrected by the Subcontractor-Manufacturer. Such payment to the Subcontractor-Manufacturer shall be the entire unpaid balance of the Subcontract Sum if a full release of retainage is allowed under the Prime Contract for the Subcontractor's Manufacturer's Work prior to the completion of the entire Project. If the Prime Contract does not allow for a full release of retainage, then such payment shall be an amount which, when added to previous payments to the Subcontractor-Manufacturer, will reduce the retainage on the Subcontractor's Manufacturer's substantially completed Work to the same percentage of retainage as that on the Contractor's Work covered by the certificate.

ARTICLE 12 FINAL PAYMENT

§ 12.1 Final payment, constituting the entire unpaid balance of the Subcontract Sum, shall be made by the Contractor to the Subcontractor-Manufacturer when the Subcontractor's Manufacturer's Work is fully performed in accordance with the requirements of the Subcontract Documents, the Architect has issued a certificate for payment covering the Subcontractor's Manufacturer's completed Work and the Contractor has received payment from the Owner. If, for any cause which is not the fault of the Subcontractor, a certificate for payment is not issued or the Contractor does not receive timely payment or does not pay the Subcontractor within seven days after receipt of payment from the Owner, final payment to the Subcontractor shall be made upon demand.

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(Insert provisions for earlier final payment to the Subcontractor-Manufacturer, if applicable.)

§ 12.2 Before issuance of the final payment, the Subcontractor-Manufacturer, if required, shall submit evidence satisfactory to the Contractor that all payrolls, bills for materials and equipment, and all known indebtedness connected with the Subcontractor's Manufacturer's Work have been satisfied. Acceptance of final payment by the Subcontractor-Manufacturer shall constitute a waiver of claims by the Subcontractor-Manufacturer, except those previously made in writing and identified by the Subcontractor-Manufacturer as unsettled at the time of final application for payment.

ARTICLE 13 INSURANCE AND BONDS

§ 13.1 The Subcontractor-Manufacturer shall purchase and maintain insurance of the following types of coverage and limits of liability as will protect the Subcontractor-Manufacturer, Contractor, and other additional insureds from claims that may arise out of, or result from, the Subcontractor's Manufacturer's operations and completed operations under the Subcontract.

See Rider 3, Insurance and Indemnification

Type of insurance or bond	Limit of liability or bond amount (\$0.00)(\$ 0.00)
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§ 13.2 Coverages, whether

Coverage shall be written on an occurrence or claims-made basis, basis and shall be maintained without interruption from the date of commencement of the Subcontractor's Work-Manufacturer's work until the date of final payment and termination of any coverage payment. Coverage required to be maintained after final payment to the Subcontractor, and, with respect to the Subcontractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage. Manufacturer shall include completed operations as specified in the Prime Contract. All insurance except Completed Operations must be on an occurrence basis.

§ 13.3 Certificates of insurance acceptable to the Contractor shall be filed with the Contractor prior to commencement of the Subcontractor's Manufacturer's Work. These certificates and the insurance policies required by this Article 13 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Contractor. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required in Article 12. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Subcontractor-Manufacturer with reasonable promptness according to the Subcontractor's Manufacturer's information and belief.

§ 13.4 The Subcontractor-Manufacturer shall cause the commercial liability coverage required by the Subcontract Documents to include: (1) the Contractor, the Owner, the Architect and the Architect's consultants-as additional insureds for claims caused in whole or in part by the Subcontractor's Manufacturer's negligent acts or omissions during the Subcontractor's Manufacturer's operations; and (2) the Contractor as an additional insured for claims caused in whole or in part by the Subcontractor's Manufacturer's negligent acts or omissions during the Subcontractor's Manufacturer's completed operations.

§ 13.5 The Contractor shall furnish to the Subcontractor-Manufacturer satisfactory evidence of insurance required of the Contractor under the Prime Contract.

§ 13.6 The Contractor shall promptly, upon request of the Subcontractor-Manufacturer, furnish a copy or permit a copy to be made of any bond covering payment of obligations arising under the Subcontract.

§ 13.7 Performance Bond and Payment Bond:

(If the Subcontractor-Manufacturer is to furnish bonds, insert the specific requirements here.)

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Bond type	Bond amount (\$0.00)(\$ 0.00)	Bond delivery date	Bond form
<u>Supply Bond</u>	<u>8,412,502</u>	<u>January 3, 2013</u>	<u>A312</u>

§ 13.8 PROPERTY INSURANCE

§ 13.8.1 When requested in writing, the Contractor shall provide the Subcontractor Manufacturer with copies of the property and equipment policies in effect for the Project. The Contractor shall notify the Subcontractor Manufacturer if the required property insurance policies are not in effect.

§ 13.8.2 If the required property insurance is not in effect for the full value of the Subcontractor's Manufacturer's Work, then the Subcontractor Manufacturer shall purchase insurance for the value of the Subcontractor's Manufacturer's Work, and the Subcontractor Manufacturer shall be reimbursed for the cost of the insurance by an adjustment in the Subcontract Sum.

§ 13.8.3 Property insurance for the Subcontractor's Manufacturer's materials and equipment required for the Subcontractor's Manufacturer's Work, stored off site or in transit and not covered by the Project property insurance, shall be paid for through the application for payment process.

§ 13.9 WAIVERS OF SUBROGATION

The Contractor and Subcontractor Manufacturer waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, Manufacturers, sub-Manufacturers, agents and employees, each of the other, and (2) the Owner, the Architect, the Architect's consultants, separate contractors, and any of their subcontractors, sub-subcontractors, Manufacturers, sub-Manufacturers, agents and employees for damages caused by fire or other causes of loss to the extent covered by property insurance provided under the Prime Contract or other property insurance applicable to the Work, except such rights as they may have to proceeds of such insurance held by the Owner as a fiduciary. The Subcontractor Manufacturer shall require of the Subcontractor's Sub-subcontractors, Manufacturer's Sub-Manufacturers, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of the parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

ARTICLE 14 TEMPORARY FACILITIES AND WORKING CONDITIONS

§ 14.1 The Contractor shall furnish and make available at no cost to the Subcontractor Manufacturer the Contractor's temporary facilities, equipment and services, except as noted below:

Temporary Facility, Equipment or Service	Cost, if any (\$0.00)(\$ 0.00)
<u>See Rider 1, Conditions</u>	

§ 14.2 Specific working conditions:

(Insert any applicable arrangements concerning working conditions and labor matters for the Project.)

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Where reference is made in this Subcontract to a provision of another Subcontract Document, the reference refers to that provision as amended or supplemented by other provisions of the Subcontract Documents.

§ 15.2 Payments due and unpaid under this Subcontract shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

%—NONE

§ 15.3 Retainage and any reduction thereto are as follows: 0%

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§ 15.4 The Contractor and Subcontractor-Manufacturer waive claims against each other for consequential damages arising out of or relating to this Subcontract, including without limitation, any consequential damages due to either party's termination in accordance with Article 7.

ARTICLE 16 ENUMERATION OF SUBCONTRACT DOCUMENTS

§ 16.1 The Subcontract Documents, except for Modifications issued after execution of this Subcontract, are enumerated in the sections below.

§ 16.1.1 This executed AIA Document A401-2007, Standard Form of Agreement Between Contractor and Subcontractor-Manufacturer.

§ 16.1.2 The Prime Contract, consisting of the Agreement between the Owner and Contractor dated as first entered above and the other Contract Documents enumerated in the Owner-Contractor Agreement.

§ 16.1.3 The following Modifications to the Prime Contract, if any, issued subsequent to the execution of the Owner-Contractor Agreement but prior to the execution of this Agreement:

See Rider 4, Contract Documents

Modification	Date
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§ 16.1.4 Additional Documents, if any, forming part of the Subcontract Documents:

.1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

.2 Other documents:

(List here any additional documents that are intended to form part of the Subcontract Documents. Requests for proposal and the Subcontractor's Manufacturer's bid or proposal should be listed here only if intended to be made part of the Subcontract Documents.)

1. Rider 1, Conditions
2. Rider 2, Project Safety Manual
3. Rider 3, Insurance and Indemnification
4. Rider 4, Contract Documents, Current Drawing Log
5. Rider 5, Scope of Work
6. Rider 6, Compliance

This Agreement entered into as of the day and year first written above.


CONTRACTOR (Signature)

PAUL COLAPINTO
(Printed name and title)
Project Executive

2/1/13


SUBCONTRACTOR-MANUFACTURER (Signature)

FERNANDO BALESTRAZZI, PRESIDENT
(Printed name and title)

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Certification of Document's Authenticity

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I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:30:39 on 01/29/2013 under Order No. 6732828170_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A401™ – 2007, Standard Form of Agreement Between Contractor and Subcontractor, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)



(Title)

PRESIDENT

(Dated)

01.31.2013

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Monadnock Construction, Inc.

Subcontract Rider 1, Conditions

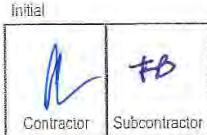
Notwithstanding anything to the contrary contained in the Subcontract, the following terms and conditions apply:

Article 3, Services Provided by the Contractor

- A. Monadnock shall provide temporary power, light, and water.
- B. ~~Subcontractor shall provide portable generators if required due to the lack of electrical services at the time of the work.~~
- C. ~~If there is an interruption to any site services provided by Monadnock there shall be no extensions of time, unless such interruption lasts more than one day and substantially effects the work of the Subcontractor. There shall be no extra costs paid for walk up time that may be incurred as a result of vertical transportation breakdown, if such is provided by Monadnock. The Subcontractor and its employees shall continue to work and walk to the place of the work, if necessary, during any breakdown.~~
- D. ~~Subcontractor's shanties, if any, shall be of fireproof construction and shall be placed and relocated when and where directed by Monadnock. Light and power for such shanties shall be the responsibility of this Subcontractor.~~

Article 4.1, Execution and Progress of the Work

- A. Manufactuer has visited the site and accepts all conditions "as-is" including but not limited to buildings, properties, streets, sidewalks, etc.
- B. Manufactuer shall maintain the construction schedule as established by Monadnock, and shall properly staff the project to keep up with job progress. Time is of the essence, and, in the event overtime or other costs are required to keep abreast of the construction schedule, it shall be performed at no additional cost to Monadnock.
- C. Manufacturer shall perform work when and as directed by Monadnock. ~~Monadnock may require Subcontractor to perform work on any area at different times and/or intervals including portions out of sequence, to temporarily omit a portion of the work and later fill in such portions when directed. Out of sequence and comeback work shall be at no additional cost to Monadnock.~~
- D. Subcontractor shall provide all proper supervision, including management, engineering, expediting and field operations. ~~Subcontractor's work shall be performed by qualified mechanics and supervised by qualified foremen.~~
- E. Manufactuer shall coordinate all deliveries to the site with Monadnock, and shall provide all necessary equipment and personnel for expeditious unloading, storage, distribution and protection. ~~Subcontractor shall provide flagmen or other personnel necessary to maintain traffic and safeguard the public.~~
- F. Manufactuer shall adequately protect all material and store as directed by the Contractor.



Subcontract Rider 1, Conditions, Page 1 of 3

- G. Subcontractor's work shall be performed by union labor, and by trades having jurisdiction. Should questions of union jurisdiction arise the Manufactuer shall immediately take measures to settle any disputes and shall employ such labor as may be determined to have jurisdiction, without additional cost. Shall Subcontractor fail to take expeditious action, the Subcontractor shall be responsible to Monadnock for any time lost and costs incurred.
- H. Subcontractor shall leave debris in one pile on each floor. Monadnock shall provide carting for debris.
- I. Subcontractor acknowledges and recognizes community labor factors, and agrees to provide harmony with same.

Article 4.2, Laws, Permits, Fees and Notices

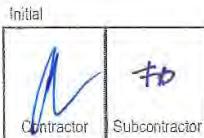
Manufactuer shall provide necessary coordination, testing, inspections by and for, and permits and signoffs from any governmental agencies, utilities, etc. with jurisdiction over its trade, including Department of Buildings filings and signoffs. Manufactuer shall cooperate fully with any testing and inspection agency retained by the Owner or Monadnock, including performing any remedial work recommended by the inspector.

Article 4.3, Safety Precautions and Procedures.

- A. Manufactuer shall cooperate with and abide by the Monadnock Subcontractor Safety Disciplinary Program and Project Safety Manual.
- B. Any safety concerns brought to the Manufactuer's attention by Monadnock shall be corrected immediately. If Manufactuer does not take corrective action within the time required by Monadnock, Monadnock may remedy the situation at Manufactuer's expense.
- C. Subcontractor shall submit copies of their Safety and Hazard Communication Programs along with all appropriate Material Safety Data Sheets to Monadnock prior to start of work. Manufactuer shall notify Contractor of any hazardous material it intends to use on the job.
- D. This is a Hard Hat job. All Manufactuer's personnel on site shall wear hard hats at all times.
- E. Subcontractor shall hold Toolbox Safety Meetings for its workers on a regular basis, and provide record of such meetings to Monadnock.
- F. Subcontractor shall provide in-line GFCI's for all power tools and equipment used by Subcontractor's personnel, and shall properly maintain all power tools and extension cords used by Subcontractor's personnel.
- G. Subcontractor shall immediately properly reinstall or repair as required any protection which it removes or causes to be removed for its work or other reasons, or bear the cost of such reinstallation or repair.
- H. Alcohol, drugs and weapons will not be allowed on the site, and shall be cause for immediate expulsion from the site by Monadnock.

Article 4.4, Cleaning Up

Subcontractor shall leave its debris in one pile on each floor. Monadnock shall provide carting for debris removal.



Subcontract Rider 1, Conditions, Page 2 of 3

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Article 4.5, Warranty

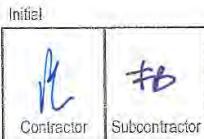
The Manufactuer agrees to guarantee to the Owner and Monadnock all work covered by this agreement, to run for a period of one (1) year from the date of initial occupancy, and shall furnish all material, ~~labor~~, and equipment required during this period to correct defects or errors in the work, material, and equipment without charge. For all mechanical work (plumbing, heating, sprinkler, electrical, ventilation and air conditioning) this guaranty shall be for two years.

Article 5, Changes in the Work

- A. Any change shall be approved by Monadnock prior to performing the work, including any authorization for time-and-materials work. Any extra work performed without prior approval will not be reimbursed.
- B. Subcontractor shall have any work tickets signed by Monadnock's Superintendent on the same day the work is performed, with a copy for Monadnock's records. This signature is limited to confirming that work was done and/or verifying time and materials expended. The actual determination that such work is a change to the Subcontract shall be established by Monadnock's Project Manager.
- C. Subcontractor shall present an invoice for any change, including T&M work, within thirty (30) days. After thirty (30) days, all claims for change will be rejected.
- D. In the event Contract Documents are revised, Manufactuer shall notify Monadnock of any proposed change to Subcontract price within 15 calendar days from receipt of said documents. If such notice is not made within this time period, then the revised documents shall become part of this Subcontract with no change in Subcontract Price.

Article 8, The Work of This Subcontract.

- A. Manufactuer includes all work or materials that may be reasonably inferred and needed to make its work complete or that may be required by local code or good construction practice including but not limited to any necessary equipment, hoisting, scaffold, bracing, shoring, cutting, chopping or other work.
- B. Subcontractor shall perform all layout required for the installation of its work. Base lines and benchmarks shall be provided by Monadnock.
- C. Manufactuer shall pay all applicable sales and use taxes.
- D. Cost of Master Mechanic, if required, shall be prorated among all Subcontractors on the job who contribute to the requirement of a Master Mechanic by the number of Operating Engineers each Subcontractor employs. The Master Mechanic shall be employed by the Subcontractor employing the most Operating Engineers on the job, or if an equal number of Operating Engineers are employed by more than one Subcontractor then by the last Subcontractor on the job whose operations require a Master Mechanic. Contractor shall reimburse employing Subcontractor and deduct appropriate sums from the payments to contributing Subcontractors.
- E. Cost of overtime for Teamster Foreman, Operating Engineers, Elevator Mechanics, Electricians, Plumbers, Laborers, or any other necessary standby trades caused by Manufactuer's deliveries, unloading, or work operations required to maintain the schedule shall be charged to Subcontractor. If such overtime is required by the Contractor to accelerate the schedule, the cost of the overtime shall be borne by the Contractor.



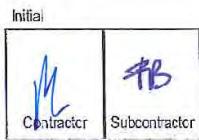
Subcontract Rider 1, Conditions, Page 3 of 3

Monadnock Construction, Inc.
PROJECT SAFETY MANUAL

I, FEDERICO BALESTRAZZI, PRESIDENT, of GRIFFINWELL LLC,
(Name) (Title) (Contractor)

hereby acknowledge receipt of the Monadnock Construction, Inc. Project Safety Manual,
Mandatory OSHA 10 Hour Training Requirement Memo and Smoking Rules on
Construction Sites which is hereby made part of the contract.


Signature



Rider 3, Insurance

Contractor's Controlled Insurance Program ("CCIP")

Monadnock Construction, Inc. has implemented a Contractor Controlled Insurance Program (CCIP), which includes the following types and minimum amounts of insurance, naming as Insureds Monadnock Construction, Inc. and enrolled Contractors, Subcontractors, Sub-Subcontractors ("Contractors") of any tier. Said insurance shall apply only to the work operations of an insured at the designated jobsite. Insurance coverage provided by Monadnock Construction, Inc. under the CCIP shall not extend to the activities and products of suppliers, material vendors, haulers, truckers, and owner/operators whose employees perform no on-site work or are engaged solely in loading, unloading, stocking, testing or hauling of equipment, supplies, or materials. Such persons or entities shall be required to provide their own insurance, as specified in Section B of the Insurance Requirements.

SECTION A CONTRACTOR CONTROLLED INSURANCE PROGRAM (CCIP) COVERAGE

1. On-Site Workers' Compensation and Employer's Liability:

Coverage A

Statutory Benefits

Liability imposed by the Workers' Compensation and/or Occupation disease statute of the State of New York and any other governmental authority having jurisdiction or if related to the work performed on the project.

Coverage B

Employer's Liability

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 policy by disease

Extensions of Coverage

Other States Endorsement

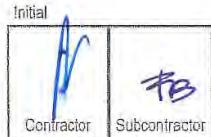
Voluntary Compensation

Thirty (30) day written notice of cancellation, non-renewal or material change

Borrowed Servant Coverage – as necessary

Alternate Employers Endorsement – as necessary

Amendment Notice of Occurrence



2. On-Site Commercial General Liability Insurance:

Occurrence Form including:

Coverage A - Bodily Injury and Property Damage
Coverage B - Personal and Advertising Injury
Coverage C - Medical Payments

Limits of Liability (Aggregates Reinstated Annually)

General Aggregate (Other than Products/Completed Operations)	\$4,000,000
Products/Completed Operations	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Each Occurrence Limit	\$2,000,000
Fire Damage Legal Liability	\$ 5,000
Medical Payments	\$ 100,000

This insurance provides independent contractors coverage, contractual liability (including deletion of personal injury and railroad exclusions), premises/operations, products/completed operations, blanket explosion, collapse and underground coverage, severability of interests provision and a waiver of subrogation. This policy also provides Extended Products/Completed Operations – Ten (10) years after final acceptance by the owner or ten (10) years after the entire project is placed into operations. Notice and Knowledge of Occurrence is also included.

3. Excess Liability Insurance

In addition, limits of \$50,000,000 each occurrence and \$50,000,000 Annual Aggregate will be provided. This insurance will contain ten (10) years Extended Products/Completed Operations Coverage.

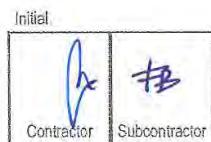
Each enrolled Contractor will receive a Certificate of Insurance evidencing coverage provided under this program.

4. Builders Risk

Builder's Risk Insurance is not provided under the CCIP.

5. Policy Period

The policy period is effective on your start date and will expire on the annual expiration date of the CCIP policy. If you work has not been completed, a renewal policy/certificate of insurance will be issued and forward.



6. Coverage Expiration

Except for Completed Operations, it is intended the insurance furnished by the Monadnock Construction, Inc. CCIP will discontinue for each subcontractor upon certified completion and final acceptance of their work.

The CCIP may also be discontinued in the event the project is substantially delayed for an extended period of time or the project is terminated for any cause.

7. Availability of Coverage

Subject to market availability all insurance specified herein shall be maintained continuously under the project final completion as certified by the Architect and until accepted and approved by Monadnock Construction, Inc. All insurance shall provide for the Owner to take occupancy of the work or any party thereof during the term of said insurance. If coverage is diminished or cannot be renewed due to market constraints and limitations, or if there is any material change in any policy or condition all insured contractors will be notified within in the thirty day cancellation or non-renewal period provided in the policies.

In the event any contractor must subsequently provide their own coverage, either due to market constraints after the CCIP coverage was officially discontinued, reimbursement for such coverages will be subject to the commercial terms and conditions as set for in this contract or any amendment thereto.

8. Insurance Policies and Certificates

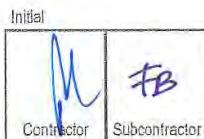
Aon, the insurance broker and CCIP Administrator, will issue Certificates of Insurance evidencing Workers Compensation, Commercial General Liability and Excess Liability to each enrolled contractor. Copies of liability policies will be made available to enrolled contractors upon written request to Aon.

9. Governing Conditions

In the event of conflict between Insurance Policies Terms and Conditions and this Addendum concerning Coverage Conditions, the insurance policies will govern.

10. Waiver of Subrogation

Monadnock Construction, Inc., and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance required under this article or any other insurance actually carried by the Owner or Contractor respectively. The Contractor shall require similar waivers by lower-tier subcontractors in accordance with this agreement. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.



Section B
Contractor Furnished Insurance
Excluded Parties Insurance

Coverages provided under the CCIP apply only to on-site work. It is necessary for the Contractors and their sub-contractors to maintain the following insurance coverages for off-site operations. Excluded parties and their sub-contractors must maintain the following insurance coverages for off-site and on-site operations:

1. Workers Compensation and Employers Liability:

Coverage A

Statutory Benefits

Liability imposed by the Workers' Compensation and/or Occupation Disease state and statutes and any other governmental authority having jurisdiction or if related to the work performed on the project.

Coverage B

Employer's Liability

Limits of \$1,000,000 bodily injury per accident/employee; \$1,000,000 bodily injury per disease/employee; \$1,000,000 per disease

2. Commercial General Liability and Excess Insurance

Occurrence Form including:

Coverage A - Bodily Injury and Property Damage

Coverage B - Personal and Advertising Injury

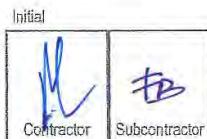
Coverage C - Medical Payments

Limits of Liability (Aggregates Reinstated Annually)

General Aggregate (Other than Products/Completed Operations)	\$4,000,000	2,000,000	FB
Products/Completed Operations	\$2,000,000		
Personal & Advertising Injury	\$1,000,000		
Each Occurrence Limit	\$2,000,000	\$1,000,000	FB

This insurance shall also contain the following endorsements:

- General Aggregate applies "per project"
- Additional Insureds on a primary and non-contributory basis
- Additional Insureds: See Exhibit A
- Waiver of Subrogation



Limits of Liability (Umbrella Insurance)

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000

3. Business Automobile Liability

Providing coverage for bodily injury and property damage with respect to all vehicles used in the performance of the services, whether owned, non-owned, leased, hired, or assigned.

Limits of Liability: \$1,000,000 per Occurrence

The following shall be included under the policy:

- Additional Insureds as required by the contract
- Thirty (30) days written notice of cancellation, non-renewal or material change to Monadnock Construction, Inc. and Aon

4. State Disability Benefits – Statutory as required by State

5. Contractor Construction Equipment Insurance

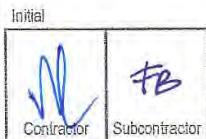
Any policies maintained by the Contractor on their owned and/or rented equipment and materials shall contain a provision requiring the insurance carriers to waive their rights of subrogation against the Owner, Monadnock Construction, Inc. and all other indemnities named in the contract. This policy should be on an All Risk basis including the perils of flood, earthquake and collapse. Coverage should be on a replacement cost basis subject to an Agreed Amount Endorsement.

6. Professional Liability Insurance (Errors and Omissions)

In the event this agreement requires your firm to provide professional services, such as but not limited to, architectural, engineering, surveying, design, etc., a certificate of insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$5,000,000. Any material change in limits, coverages or loss of aggregate limit due to outstanding claims must be reported to Monadnock Construction Inc within 30 days of such event.

7. Aviation Insurance

In the event any fixed or rotary aircraft are used in connection with this Agreement and/or in the execution of the work, a minimum of \$10,000,000 aviation liability insurance must be maintained with the following requirements: The Owner and Monadnock Construction, Inc. must be named as an additional insured and a waiver of hull damages must be provided in favor of the Owner and Monadnock Construction, Inc.



Also, if any aircraft is to be used to perform lifts at the project site, a “slung cargo” endorsement must be included to cover the full replacement value of any equipment or material being lifted. All such lifts by me coordinated with Monadnock Construction, Inc, for approval prior to lift execution.

8. Environmental and Asbestos Abatement Coverages

If this agreement involves the removal of asbestos, the removal/replacement of underground tanks or use of toxic chemicals and substances, the contractor will be required to provide adequate coverages, not less than \$5,000,000 per claim basis, for such exposures subject requirements and approval of Monadnock Construction, Inc.

9. Watercraft Liability

In the event any operations of the Contractor involve work on or adjacent to any body of water, Watercraft Liability in limits of not less than \$1,000,000 should be provided covering the operations from or incidental to any owned, non-owned or hired watercraft.

10. Contractors Excluded from CCIP/Termination/Suspension

In the event Contractor participation in the CCIP is excluded, terminated, suspended, or the entire program is canceled, Contractor must provide, at their own cost, the insurance coverages outlined in Section B for on-site coverage.

Excluded Contractors must name Monadnock Construction, Inc., The Owner and other required entities as additional insured and produce Certificates of Insurance as evidence of such.

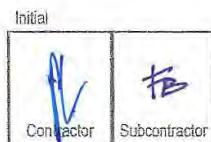
11. Contractors Responsibility

The aforementioned coverages in Section B as well as any other coverage that Contractor, may consider necessary are the Contractor's sole responsibility and any deficiency in coverage or policy limits of the Contractor, will be the sole responsibility of the Contractor.

12. Other Provisions

A. The insurance provisions set out above in any way affect the liability of the Contractor's as may be stated elsewhere in the Contract.

B. All deductibles and self-insured retention amounts contained within the Contractor's coverages must be acceptable to Monadnock Construction, Inc. Any and all such deductibles in the described Insurance Policies shall be assumed by, for the account of and at the Contractor's sole risk as the case may be.



C. Except as otherwise provided, it is expressly agreed and understood that the cost of premiums for insurance maintained by the Contractor shall be at their own expense and shall not be reimbursed by Monadnock Construction, Inc.

D. It is hereby understood that any insurance provided by Contractor shall be primary insurance and shall not be considered contributory insurance with any insurance policies of Monadnock Construction, Inc., Owner and any other Additional Insureds.

E. By so specifying Monadnock Construction, Inc. and/or Owner may require additional types of insurance.

F. Contractor shall not commence work under this contract until it has obtained all of the Insurance referred to herein and such insurance has been approved by Monadnock Construction, Inc. Nor shall the Contractor allow any subcontractor to commence work on this contract until the insurance required herein has been so obtained and approved.

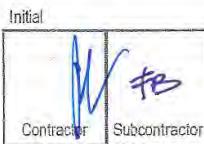
G. Contractor further agrees to deliver to Monadnock Construction, Inc. before commencing any work hereunder a certificate of insurance, in a form satisfactory to Monadnock Construction, Inc., showing the name of the Insurance company, the date of expiration of the policies, the various endorsements and coverages required herein, the additional insureds required herein, and the limits of liability thereunder, and which endorsement shall recite that thirty (30) days prior written notice will be sent by registered or certified mail, return receipt requested or by a nationally recognized overnight courier service to Monadnock Construction, Inc., the Owner and other additional insureds should such policies be canceled, changed during their term or non-renewed or prior to imposition of any material change in any policy term, condition or premium.

13. Conditions of Understanding

The amount and types of insurance coverages required herein should not be construed to be a limitation of the liability on the part of the Contractor. Any type of insurance or any increase of Limits of Liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

The Contractor shall file certificates of such insurance with Monadnock Construction, Inc. and Aon, prior to commencing work, which shall be subject to Monadnock Construction, Inc.'s approval for adequacy of protection, including the satisfactory character of any Insurer. If requested by Monadnock Construction, Inc., a certified copy of the actual policy(ies) with appropriate endorsement(s) and other documents shall be provided. In addition, the Contractor shall file renewals of such certificates no later than 10 days prior to the expiration of any such policy while work continues on the project.

In the event of failure of the Contractor to furnish and maintain said insurance and to furnish satisfactory evidence thereof, Monadnock Construction, Inc. shall have the right



to take out and maintain same coverages for all parties on behalf of the Contractor at the cost of the Contractor who also agrees to furnish all necessary information thereof as well as pay the cost thereof to Monadnock Construction, Inc. immediately upon presentation of premium invoice.

14. Subcontractors you retain

Should a Contractor engage a subcontractor for work at this site, the same conditions will apply under this agreement to each lower-tier subcontractor. Copies of certificates of insurance for lower-tier subcontractors must be filed with Monadnock Construction, Inc. prior to that subcontractor entering the site. Failure to provide evidence of such insurance can result in the subcontractor being removed for the site until proper coverage is verified. Any cost resulting delay will be to the account of the subcontractor.

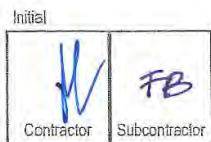
15. Waiver of Subrogation

Monadnock Construction, Inc. and the Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance required under this article or any other insurance actually carried by the Owner, Contractor or subcontractors, respectively. The Contractor shall require similar waivers by lower-tier subcontractors in accordance with this agreement. All insurance policies required hereunder shall permit and recognize such waiver of subrogation.

**Section C
Contractors CCIP Obligations**

The Contractor is required to cooperate with Monadnock Construction, Inc. and Aon with regard to administration and operation of the CCIP. The Contractor's responsibilities shall include but not be limited to:

- a. Provision of necessary contract, operations and insurance information
- b. Inclusion of these CCIP provisions in all subcontracts.
- c. Notification to Monadnock Construction, Inc. and Aon of all lower-tier subcontracts awarded
- d. Maintenance of monthly payroll records and other records as necessary for premium computation.
- e. Providing such payroll reports to the administrator (Refer to the Field Procedures Manual herewith attached to and made part of the contract.)
- f. Compliance with applicable loss control (safety) and claims reporting procedures
- g. Maintenance of the OSHA 300 log and copy of the same to be provided upon request.
- h. To the fullest extent permitted by law, the Subcontractor and their subcontractors shall and will indemnify and hold harmless the Contractor, the Owner and other additional insured from and against any and all claims damages loss, cost, expense and liability by reason of injury to or death of persons, including but not limited to the Subcontractor's own employees, and damage to or destruction of property whatsoever,



caused by any act, occurrence, omission, or neglect of the Subcontractor, its officers, agents, servants, employees, vendors, subcontractors, upon, or about the jobsite at the Subcontractor's invitation or with its express or implied consent. The indemnity includes, but is not limited to any such act, occurrence omission or neglect, whether or not the Subcontractor's liability is based on active or passive negligence; and whether or not such act, occurrence, omission, or neglect is otherwise or similarly of an indirect or remote nature. Subcontractor's liability hereunder shall not be limited by the amount of insurance referred to herein.

Any and all subcontractors employed on the project by the Contractor are subject to all the terms and requirements contained herein.



Exhibit A

Schedule of Additional Insured

Monadnock Construction, Inc.
Bank of America, N.A.
Citibank, N.A.
City of New York and New York City Department of Housing Preservation and Development
Federal Highway Administration
Galvin Bros. Inc. /Madhue Contracting, Inc. a joint venture
HPS 50th Avenue Associates LLC
HPS 50th Avenue Associates LLC – Parcel A
HPS 50th Avenue LIHTC Associates LLC
HPS 50th Avenue LIHTC Manager LLC
HPS 50th Avenue Owner LLC
HPS Associates B Share Investor LLC
HPS Associates, LLC
HPS Borden Avenue Associates LLC
HPS Borden Avenue LIHTC Associates LLC
HPS Borden Avenue LIHTC Manager LLC
HPS Borden Avenue Owner LLC
HPS Dev Fee Co LLC
Hunters Point South Borden Housing Development Fund Corporation
Hunters Point South Housing Development Fund Corporation
LiRo Engineers, Inc.
Monadnock HPS Associates LLC
New York City Department of Parks and Recreation
New York City Department of Transportation
New York City Economic Development Corporation
New York City School Construction Authority
New York City Transit Authority, Manhattan & Bronx Surface Metropolitan Transit Authority
Transit Operating Authority, Staten Island Rapid Transit Operating Authority MTA Capital Construction Co., and
Metropolitan Transit Authority
New York State Department of Transportation
Ove Arup & Partners, Inc.
Phipps HPS Associates LLC
Phipps HPS LIHTC Associates, Inc.
Related HPS Associates LLC
Related Management Holdco LLC
The State of New York
U.S. Bank, N.A. as Trustee
Wells Fargo Affordable Housing Community Development Corporation and its successors and assigns, ATIMA
Wells Fargo Bank, NA, as Administrative Agent for lenders and assigns



Rider 3

Monadnock Construction, Inc.
Hunters Point South
CONTRACTOR CONTROLLED INSURANCE PROGRAM
PROCEDURE MANUAL

I, Peter G. Battista, PRESIDENT, of Grafwin,
(Name) (Title) (Contractor)

hereby acknowledge receipt of the Monadnock Construction, Inc. Contractor Controlled Insurance Program Procedure Manual which is hereby made part of the attached contract

Signature and Title

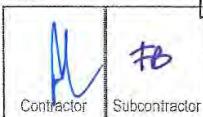
PRESIDENT



Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS	
Description	Date
000 - Cover Sheet Volume-1 - Arch.	9/10/2012
000 - Drawing List - Volume I - Arch.	9/10/2012
002 Cover Sheet - VOLUME II - MEP	9/10/2012
002 - Drawing List - Volume II - MEP	9/10/2012
A-001-00 - PARTITION TYPES-1.pdf	9/10/2012
A-002-00 - PARTITION TYPES-2.pdf	9/10/2012
A-003-00 - PARTITION TYPES-3.pdf	9/10/2012
A-010-00 - MISC- DETAILS-1.pdf	9/10/2012
A-011-00 - MISC- DETAILS-2.pdf	9/10/2012
A-012-00 - MISC- DETAILS-3.pdf	9/10/2012
A-013-00 - MISC- DETAILS-4.pdf	9/10/2012
A-014-00 - MISC- DETAILS-5.pdf	9/10/2012
A-015-00 - TYPICAL CLOSETS DETAILS & MOUNTING HEIGHTS.pdf	9/10/2012
A-020-00 - TYPICAL ROOF DETAILS.pdf	9/10/2012
A-021-00 - TYPICAL ROOF DETAILS-2.pdf	9/10/2012
A-030-00 - DOOR SCHEDULE & DOOR TYPES.pdf	9/10/2012
A-031-00 - DOOR JAMB & HEAD DETAILS.pdf	9/10/2012
A-032-00 - DOOR JAMB & HEAD DETAILS 1.pdf	9/10/2012
A-033-00 - DOOR THRESHOLD - SADDLE DETAILS.pdf	9/10/2012
A-034 - INTERIOR WINDOW SCHEDULE.pdf	9/10/2012
A-035 - PANELIZATION DIAGRAM - ELEVATION NORTH.pdf	9/10/2012
A-036 - PANELIZATION DIAGRAM - ELEVATION EAST.pdf	9/10/2012
A-037 - PANELIZATION DIAGRAM - ELEVATION SOUTH AND COURTYARDS.pdf	9/10/2012
A-038 - PANELIZATION DIAGRAM - ELEVATION WEST.pdf	9/10/2012
A-040 - WINDOW SCHEDULE.pdf	9/10/2012
A-041 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-042 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-043 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-044 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-045 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-046 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-047 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-048 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-049 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-050 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-051 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-052 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-053 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-054 - WINDOW TYPE SCHEDULE.pdf	9/10/2012
A-060-Amenities&Lobby&BOH Appliances Schedule.pdf	9/10/2012
A-061-Amenities&Lobby&BOH Finishes Schedule (1).pdf	9/10/2012
A-061.1-Amenities&Lobby&BOH Finishes Schedule (2).pdf	9/10/2012
A-061.2-Amenities&Lobby&BOH Finishes Schedule (3).pdf	9/10/2012
A-062-Amenities&Lobby&BOH FFE Schedule (1).pdf	9/10/2012
A-062.1-Amenities&Lobby&BOH FFE Schedule (2).pdf	9/10/2012
A-062.2-Amenities&Lobby&BOH FFE Schedule (3).pdf	9/10/2012
A-063-Amenities&Lobby&BOH General Hardware Schedule.pdf	9/10/2012
A-064-Amenities&Lobby&BOH Plumbing Hardware Schedule.pdf	9/10/2012
A-065-Apartments Appliances Schedule.pdf	9/10/2012
A-066-Apartments Finishes Schedule.pdf	9/10/2012
A-067-Apartments General Hardware Schedule.pdf	9/10/2012
A-068-Apartments Plumbing Hardware Schedule.pdf	9/10/2012
A-069-Back of House Finishes Schedule.pdf	9/10/2012
A-071-Amenities&Lobby Lighting Schedule.pdf	9/10/2012
A-071.1-Exterior&BOH Lighting Schedule.pdf	9/10/2012
A-072-Apartments Lighting Schedule.pdf	9/10/2012
A-073 - KITCHEN & BATHROOM TYPE SCHEDULE.pdf	9/10/2012
A-100 - SITE SURVEY.pdf	9/10/2012

Initial





Hunters Point - Parcel A Drawings List

PARCEL A - ARCHITECTURAL DRAWINGS		
	Description	Date
A-101 - SITE PLAN.pdf		9/10/2012
A-102 - PROJECT WORKING POINT- COORDINATES.pdf		9/10/2012
A-105 - 1ST FLOOR PLAN.pdf		9/10/2012
A-106 - 2ND - 4TH FLOOR RESIDENTIAL & 2ND FLOOR PARKING PLAN.pdf		9/10/2012
A-107 - 3RD FLOOR PARKING PLAN.pdf		9/10/2012
A-108 - 4TH FLOOR PARKING PLAN.pdf		9/10/2012
A-109 - 5TH FLOOR PLAN.pdf		9/10/2012
A-110 - 6TH FLOOR PLAN.pdf		9/10/2012
A-111 - 7TH FLOOR PLAN.pdf		9/10/2012
A-112 - 8TH-11TH FLOOR PLAN.pdf		9/10/2012
A-113 - 12TH FLOOR PLAN.pdf		9/10/2012
A-114 - 13C - 14M FLOOR PLAN.pdf		9/10/2012
A-115 - 14C - 15M FLOOR PLAN.pdf		9/10/2012
A-116 - 15C-33C - 16M-34M FLOOR PLAN.pdf		9/10/2012
A-117 - 34C-37C - 35M-38M FLOOR PLAN.pdf		9/10/2012
A-118 - MAIN ROOF, ELEVATOR MACHINE ROOM & BULKHEAD PLANS.pdf		9/10/2012
A-119 - ROOF PLAN.pdf		9/10/2012
A-120 - 1ST FLOOR PERIMETER PLAN.pdf		9/10/2012
A-121 - 2ND-4TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-122 - 5TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-123 - 6TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-124 - 7TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-125 - 8TH-12TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-126 - 13TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-127 - 14TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-128 - 15TH-33RD FLOOR PERIMETER PLAN.pdf		9/10/2012
A-129 - 34TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-130 - 35TH-37TH FLOOR PERIMETER PLAN.pdf		9/10/2012
A-140 - 1ST FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-141 - 1ST FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-142 - 1ST FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-143 - 1ST FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-144 - 2ND-4TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-145 - 2ND-4TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-146 - 2ND-4TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-147 - 2ND-4TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-148 - 5TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-149 - 5TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-150 - 5TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-151 - 5TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-152 - 6TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-153 - 6TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-154 - 6TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-155 - 6TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-156 - 7TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-157 - 7TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-158 - 7TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-159 - 7TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-160 - 8TH-12TH FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-161 - 8TH-11TH FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-162 - 8TH-12TH FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-163 - 8TH-12TH FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-164 - 13C - 14M FLOOR PARTIAL PLAN A.pdf		9/10/2012
A-165 - 13C - 14M FLOOR PARTIAL PLAN B.pdf		9/10/2012
A-166 - 13C - 14M FLOOR PARTIAL PLAN C.pdf		9/10/2012
A-167 - 13C - 14M FLOOR PARTIAL PLAN D.pdf		9/10/2012
A-168 - 14C - 15M FLOOR ENLARGED PLAN.pdf		9/10/2012
A-169 - 15C-33C - 16M-34M FLOORS ENLARGED PLANS.pdf		9/10/2012

Initial	
	Subcontractor
	Contractor
	Initial
	Subcontractor
	Contractor

Parcel A Excavation/Foundations Piles Drawings List Page 2 of 9